

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

NIKE, INC.,

Plaintiff,

v.

BY KIY, LLC and NICKWON ARVINGER,

Defendants.

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DATE FILED: 5/15/2024

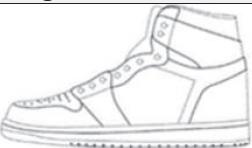
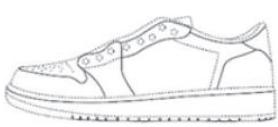
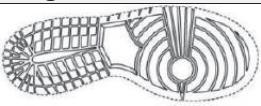
Case No. 1:23-cv-02431 (VM)

**CONSENT JUDGMENT AND PERMANENT INJUNCTION**

The Court, being advised that the Plaintiff NIKE, Inc. (“NIKE”) and Defendants By Kiy LLC and Nickwon Arvinger (collectively, “By Kiy”) stipulate and agree to the entry of a final and enforceable judgment against By Kiy on the terms set forth herein, enters this Order as a final and enforceable judgement in this matter against By Kiy.

**IT IS HEREBY ORDERED** that By Kiy stipulates, agrees, and acknowledges that it shall make a payment to NIKE in the amount of one-million dollars (\$1,000,000) per the terms of the parties’ confidential settlement agreement;

**IT IS FURTHER ORDERED** that judgment is entered that By Kiy admits that NIKE is the exclusive owner of the following registered trademarks and all related common law rights: U.S. Trademark Registration Nos. 3,725,535, 6,368,694, 6,368,691, and 3,721,064 (collectively, the “Asserted Marks,” examples of which are shown below):

| The Asserted Marks  |   |  |   |
|---|---|--|---|
| Reg. No. 6,368,694  | Reg. No. 6,368,691  | Reg. No. 3,725,535   | Reg. No. 3,721,064  |
|  |  |  |  |

**IT IS FURTHER ORDERED** that By Kiy stipulates, agrees, and acknowledges that the Asserted Marks are valid and enforceable;

**IT IS FURTHER ORDERED** that judgment is entered against By Kiy on all of NIKE's counts in the Complaint (ECF No. 1) because By Kiy infringed the Asserted Marks by manufacturing, or having manufactured, using, transporting, promoting, importing, advertising, publicizing, distributing, offering for sale, and/or selling the products identified in the Complaint (ECF No. 1), and all colorways and variations thereof, including, for example, the following representative products (collectively, the "Infringing Products"):





**IT IS FURTHER ORDERED** that By Kiy, and its affiliates, officers, agents, employees, attorneys, and all other persons acting in concert with By Kiy, are hereby permanently enjoined from:

- (a) manufacturing, transporting, promoting, importing, advertising, publicizing, distributing, offering for sale, or selling any products (including but not limited to the Infringing Products) under the Asserted Marks or any other marks, names, symbols, or logos which are likely to cause confusion or to cause mistake or to deceive persons into the erroneous belief that any products that By Kiy caused to enter the stream of commerce or any of By Kiy's commercial activities are sponsored or licensed by NIKE, are authorized by NIKE, or are connected or affiliated in some way with NIKE or the Asserted Marks;
- (b) manufacturing, transporting, promoting, importing, advertising, publicizing, distributing, offering for sale, or selling any products (including but not limited to the Infringing Products) under the Asserted Marks and/or confusingly similar marks;
- (c) implying NIKE's approval, endorsement, or sponsorship of, or affiliation or connection with, By Kiy's products, services, or commercial activities, passing off By Kiy's business as that of NIKE, or engaging in any act or series of acts which, either alone or in combination, constitutes unfair methods of competition with NIKE and from otherwise interfering with or injuring the Asserted Marks or the goodwill associated therewith;
- (d) engaging in any act which is likely to dilute the distinctive quality of the Asserted Marks and/or injures NIKE's business reputation;

(e) representing or implying that By Kiy is in any way sponsored by, affiliated with, or licensed by NIKE; and/or

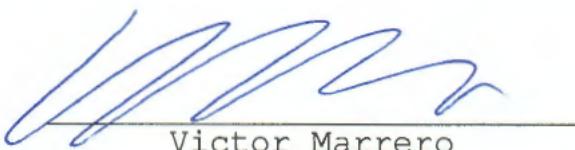
(f) knowingly assisting, inducing, aiding, or abetting any other person or business entity in engaging in or performing any of the activities prohibited in (a) through (e) above;

**IT IS FURTHER ORDERED** that this Court shall retain jurisdiction over the parties to the extent necessary to enforce the terms of this Order and the injunctive relief provided herein; and

**IT IS FURTHER ORDERED** that this Order terminates all claims asserted by NIKE against By Kiy in this action, it terminates all proceedings in this action, and all future dates are stricken.

**IT IS SO ORDERED.**

**SIGNED AND ENTERED** this 15 day of May, 2024.



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Victor Marrero  
U.S.D.J.